



County of Los Angeles
CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

December 18, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**DEPARTMENT OF HEALTH SERVICES: AGREEMENT AMENDMENTS
FOR PROPOSITION A DIETARY SERVICES AND
NON-PROPOSITION A CONCESSION CAFETERIA SERVICES
SUPERVISORIAL DISTRICTS 2, 4, AND 5
(4 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Proposition A (Prop A) Amendment No. 9 to Agreement No. 70295 with Morrison Management Specialists, Inc., dba Morrison Health Care, Inc. (Morrison) for the continued provision of dietary services at Harbor-UCLA Medical Center (H-UCLA), effective January 1, 2008 through June 30, 2008, for a total cost of \$2,536,744.
2. Approve and instruct the Chair to sign the attached Prop A Amendment No. 9 to Agreement No. 70294 with Morrison for the continued provision of dietary services at Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC), effective January 1, 2008 through June 30, 2008, for a total cost of \$712,734.
3. Approve and instruct the Chair to sign the attached Prop A Amendment No. 10 to Agreement No. 70694 with Morrison for the continued provision of dietary and concession cafeteria services at Olive View-UCLA Medical Center (OV-UCLA) effective January 1, 2008 through June 30, 2008, for a total cost of \$2,020,133.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

4. Approve and instruct the Chair to sign the attached Prop A Amendment No. 10 to Agreement No. 68444 with Sodexho, LLC (Sodexho) for the continued provision of dietary and concession cafeteria services at Rancho Los Amigos National Rehabilitation Center (Rancho) effective January 1, 2008 through June 30, 2008, for a total cost of \$2,115,195.
5. Approve and instruct the Director of Health Services to sign the attached non-Prop A Amendment No. 10 to Agreement No. H-211094 with Morrison, for the continued provision of public cafeteria services at H-UCLA, with an estimated revenue of \$39,000, effective January 1, 2008 through June 30, 2008.
6. Delegate authority to the Director of Health Services to increase the maximum obligation at MLK MACC not to exceed 10% or \$71,273 for additional services as necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will allow for the continued provision of dietary services and concession cafeteria services at H-UCLA, OV-UCLA, and Rancho and dietary services only at MLK MACC.

A Request for Proposals (RFP) was released on February 23, 2005. In September 2006, upon completion of the RFP evaluation, the Department of Health Services (DHS) recommended Morrison for all four facilities based on their receiving the highest overall scores by the Evaluation Committee. The proposers who were not recommended for a contract, Integrated Support Solutions, Inc. (ISSI) and Sodexho, submitted protests pursuant to the Services Contracting Solicitation Protest Policy. ISSI's protest was heard by the County Review Panel on April 5, 2007. Subsequent to the County Review Panel hearing, DHS determined that, in the best interests of all parties involved, the dietary proposals submitted by the three proposers, ISSI, Morrison and Sodexho would be reevaluated in their entirety.

DHS has now completed the reevaluation of the dietary proposals and the proposers have recently been notified of the results and ISSI and Sodexho have filed protests. Additional time is necessary to complete the protest process. Upon completion of the protest process, the Department will return to your Board with recommendations for new contracts.

DHS has been contracting for dietary services under provisions of County Code 2.121.250 et seq., "Contracting with Private Businesses" (Proposition A), since October 1984. Dietary services are an integral part of the legitimate activities which must be provided by a hospital to perform its health care functions. Contracting under Prop A guidelines continues to be

cost effective and operationally feasible for the provision of dietary services. Concession cafeteria services are contracted under the authority of Government Code Section 25536.

FISCAL IMPACT/FINANCING

The cost for each facility is as follows: \$2,536,744 for H-UCLA, \$712,734 for MLK MACC, \$2,020,133 for OV-UCLA, and \$2,115,195 for Rancho, effective January 1, 2008 through June 30, 2008 for a total amount of \$7,384,806. Estimated revenue at H-UCLA is \$39,000 for the 6-month extension period. Funding is included in the DHS Fiscal Year 2007-08 Final Budget. Any increase under the delegated authority will be funded within existing resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

H-UCLA and MLK MACC

On September 3, 1996, the Board approved Agreements with Morrison to provide dietary services at H-UCLA and MLK/Drew Medical Center effective September 1, 1996 through February 29, 2004. Subsequently, the Board approved additional Amendments to extend the term through December 31, 2007. Amendment No. 9 to Agreement Nos. 70295 and 70294 with Morrison, substantially similar to Exhibits I and II, will extend the term of both agreements six months through June 30, 2008.

At MLK MACC, due to the decrease in service levels, the contract is being amended to reflect the lower range of meals necessary. MLK MACC's current need for dietary services includes the Augustus Hawkins facility, pediatric, ophthalmology and dentistry outpatient resident trainees, volunteers, and other incidental meals related to patient care. Accordingly, the range of dietary meals has been reduced from 11,000 - 12,000 to 4,000 - 5,000. Delegated authority to increase the budget by 10 percent may be needed if additional dietary services are required.

OV-UCLA

On May 13, 1997, the Board approved an Agreement with Morrison to provide dietary and concession cafeteria services at OV-UCLA, effective June 1, 1997 through November 30, 2002. Subsequently, the Board approved additional Amendments to extend the term through December 31, 2007. Amendment No. 10 to Agreement No. 70694 with Morrison, substantially similar to Exhibit III, will extend the term of the agreement six months through June 30, 2008.

RANCHO

On July 18, 1995, the Board approved an Agreement with Sodexho to provide dietary and concession cafeteria services at Rancho, effective August 1, 1995 through January 31, 2003. Subsequently, the Board approved additional Amendments to extend the term through December 31, 2007. Amendment No. 10 to Agreement No. 68444 Sodexho, substantially similar to Exhibit IV, will extend the term of the agreement six months through June 30, 2008.

CONCESSION CAFETERIA SERVICES AT H-UCLA

On May 9, 2000, the Board approved a revenue concession Agreement with Morrison for the provision of concession cafeteria services at H-UCLA through February 29, 2004. Subsequently, the Board approved additional Amendments to extend the term through December 31, 2007. Amendment No. 10 to Agreement No. H-211094 with Morrison, substantially similar to Exhibit V, will extend the term of the agreement six months through June 30, 2008.

Contract monitoring functions are performed by administrative staff at each facility. The amendments include the most recent Board approved increase to the living wage and the cost of living adjustment language.

Attachment A provides additional information.

County Counsel has approved these Amendments (Exhibits I, II, III, IV, and V) as to form.

CONTRACTING PROCESS

On February 23, 2005, DHS released an RFP for Dietary and Concession Cafeteria Services at H-UCLA, MLK MACC (dietary services only), OV-UCLA and Rancho. A mandatory proposers conference was held at Rancho on March 28, 2005. Five potential proposers attended the conference. Subsequently walk-throughs were held at the other facilities. The deadline date for submission of proposals for the RFP was December 19, 2005. The proposers submitting bids in response to this RFP were ISSI for OV-UCLA and Rancho. Morrison and Sodexho both submitted bids for all four facilities.

The Evaluation Committee scored Morrison the highest overall and the Department recommended Morrison for all four facilities. The proposers who were not recommended for a contract, ISSI and Sodexho, submitted protests. ISSI's protest was heard by the County Review Panel on April 5, 2007. Following that hearing, DHS determined that the dietary proposals would be reevaluated in their entirety.

Honorable Board of Supervisors
December 18, 2007
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The reevaluation has been completed and the proposers have recently been notified regarding the results. Accordingly, additional time will be required to complete the protest process. Upon completion of the protest process, the Department will return to your Board with recommendations for new contracts.

It is not appropriate to advertise amendments on the DHS website.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval will allow for the continued provision of dietary and concession cafeteria services at H-UCLA, MLK MACC, OV-UCLA and Rancho.

CONCLUSION

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH
SAS:DH:bjs

Attachments (6)

c: County Counsel
Director and Chief Medical Officer, Department of Health Services

121807_DHS_Dietary Services

SUMMARY OF AGREEMENT1. **TYPE OF SERVICES:**

Dietary and Concession Cafeteria Services at H-UCLA, MLK MACC (dietary only), OV-UCLA and Rancho.

2. **AGENCY ADDRESS AND CONTACT PERSON:**

A. Morrison Management Specialists, Inc.
dba Morrison Health Care, Inc.
1727 Axenty Way
Redondo Beach, CA 90278
Attn: Edward M. Clark, Regional V.P.
Telephone: (310) 798-4017

B. Sodexho, LLC.
3033 5th Ave., Suite 335
San Diego, CA 92103
Attn: Calvin Johnson
Telephone: (619) 296-6433

3. **TERM:**

January 1, 2008 through June 30, 2008 at H-UCLA, MLK MACC, OV-UCLA and Rancho.

4. **FINANCIAL INFORMATION:**

The cost for each facility is as follows: \$2,536,744 for H-UCLA, \$712,734 for MLK MACC, \$2,020,133 for OV-UCLA, and \$2,115,195 for Rancho for a total amount of \$7,384,806.

Funding is included in the Department's Fiscal Year 2007-08 Final Budget. Any increase under the delegated authority will be funded within existing resources.

5. **PERSONS ACCOUNTABLE FOR PROGRAM MONITORING:**

Administration at each facility.

6. **GEOGRAPHIC AREA SERVED:**

2nd, 4th and 5th Districts.

7. **APPROVALS:**

Chief Deputy:

John R. Cochran, III

Contracts and Grants Division:

Cara O'Neill, Chief

County Counsel (approval as to form):

Sharon Reichman, Senior Deputy County Counsel

Contract No. 70295-9

**DIETARY SERVICES AGREEMENT
HARBOR-UCLA MEDICAL CENTER**

AMENDMENT NO. 9

THIS AMENDMENT is made and entered into this 18th day
of December, ~~2008~~, 2007

by and between the

COUNTY OF LOS ANGELES
(hereafter "County")

and

MORRISON MANAGEMENT
SPECIALISTS INC., dba
MORRISON HEALTH CARE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "DIETARY SERVICES AGREEMENT", dated September 3, 1996, and further identified as County Agreement No. 70295, and extension letter dated August 20, 2003, and any Amendments thereto (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective January 1, 2008 and remain in effect through June 30, 2008.
2. Schedule 9 shall be replaced with Schedule 10, attached to this

Amendment and incorporated into Agreement as reference.

3. Paragraph 77, COMPLIANCE WITH LIVING WAGE PROGRAM, of the body of the Agreement shall be revised as follows:

"77. COMPLIANCE WITH LIVING WAGE PROGRAM:

77.1 Living Wage Program:

This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit M and incorporated by reference into and made a part of this Agreement.

77.2 Payment of Living Wage Rates.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, a set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph under the Agreement:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided

through the County Department of Health Services Community Health Plan. If, at any time during the Agreement, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under the Agreement. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under the Agreement. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If Contractor is required to pay a living wage when the Agreement commences, Contractor shall continue to pay a living wage for the entire term of the Agreement, including any option period.
4. If Contractor is not required to pay a living wage when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status"

from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Agreement, including any option period. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Agreement, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Agreement, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different Agreements between Contractor and County (of which both Agreements are subject to the Living Wage Program), Travel Time shall mean any period during

which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

77.3 Contractor's Submittal of Certified Monitoring Reports.

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County (Exhibit N and Exhibit O), or other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

77.4 Contractor's Ongoing Obligation to Report Labor Law/ Payroll Violations and Claims

During the term of the Agreement, if Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim

pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Agreement with County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

77.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Agreement, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Agreement. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

77.6 Notifications to Employees.

Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

77.7 Enforcement and Remedies.

If Contractor fails to comply with the requirements of this sub-

paragraph, County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate,

incomplete or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

2. Remedies for Payment of Less Than the Required Living Wage. If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.
- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.
3. Debarment. In the event Contractor breaches a requirement of this sub-paragraph, County may, in its sole discretion, bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.
- 77.8 Use of Full-Time Employees.**
- Contractor shall assign and use full-time Employees of

Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Agreement unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time Employee staffing plan. If Contractor changes its full-time Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

77.9 Contractor Retaliation Prohibited.

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any Agreement benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

77.10 Contractor Standards.

During the term of the Agreement, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

77.11 **Neutrality in Labor Relations**

Contractor shall not use any consideration received under the Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act."

4. Paragraph 79, FORCE MAJEURE, shall be added to Agreement to read as follows:

"79. FORCE MAJEURE:

79.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

79.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from

other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

79.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chair and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES



ATTEST:

SACHI A. HAMAI

Executive Officer of the Board of Supervisors of the County of Los Angeles

By: _____

Chair, Board of Supervisors

MORRISON MANAGEMENT SPECIALISTS, INC., dba MORRISON HEALTH CARE, INC.

Contractor

By: _____

Title: _____

By: _____

Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: _____

County Counsel

24 DEC 18 2007

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By: _____

Cara O'Neill, Chief

Contracts and Grants Division

Harbor9:amb:
10/10/07

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: _____

Deputy

70295

Supplement No.

9

SCHEDULE 10

**HARBOR-UCLA MEDICAL CENTER
MORRISON MANAGEMENT SPECIALISTS, INC. DBA
MORRISON HEALTH CARE, INC.
DIETARY CONTRACT**

**CONTRACTOR'S BUDGET AND COUNTY'S CHARGE SCHEDULE
January 1, 2008 to June 30, 2008**

To deliver 47,001 - 52,000 meals per calendar month

Labor Costs: Management and Clinical Labor plus .4 RD	\$	667,637
Hourly staff (new Living Wage adjustment)	\$	879,999
Raw Food Costs	\$	470,872
Materials; services and supplies	\$	146,970
Equipment Cost	\$	18,157
Utilities	\$	500
Management Fee and Administrative Costs (9% per contract)	\$	196,572
Sales Tax Liability	\$	73,405
A. Six Month Budget	\$	2,454,112
Basic Monthly Charge		\$409,019
B. Special Function Meals	\$	32,500
Incidental Supplies	\$	7,800
Linen	\$	6,332
Tube Feedings	\$	36,000
Total Six Month Budget	\$	2,536,744
Incremental meal credits for meals provided below 47,001		-1.97
Incremental fee credit for meals provided above 52,000		1.97

Contract No. 70294-9

**DIETARY SERVICES AGREEMENT
MARTIN LUTHER KING, JR. MULTI-SERVICE AMBULATORY CARE CENTER**

AMENDMENT NO. 9

THIS AMENDMENT is made and entered into this 18th day
of December, 2007, ~~2008~~,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County")

and

MORRISON MANAGEMENT
SPECIALISTS INC., dba
MORRISON HEALTH CARE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "DIETARY SERVICES AGREEMENT", dated September 3, 1996, and further identified as County Agreement No. 70294, and extension letter dated August 20, 2003, and any Amendments thereto (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective January 1, 2008 and remain in effect through June 30, 2008.
2. Schedule 9 shall be replaced with Schedule 10, attached to this

70294
Supplement No. 9

Amendment and incorporated into Agreement as reference.

3. Paragraph 1, TERM, Sub-paragraph F., shall be added to Agreement as follows:

"1F. In the event Contractor holds over beyond the term herein provided with the consent, express or implied of County, such holding shall be from month to month only, subject to the conditions of this Agreement, shall not be a renewal, and shall be at the monthly compensation provided herein."

3. Paragraph 77, COMPLIANCE WITH LIVING WAGE PROGRAM, of the body of the Agreement shall be revised as follows:

"77. COMPLIANCE WITH LIVING WAGE PROGRAM:

77.1 Living Wage Program:

This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit M and incorporated by reference into and made a part of this Agreement.

77.2 Payment of Living Wage Rates.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, a set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph under the Agreement:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Agreement, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under the Agreement. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under the Agreement. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If Contractor is required to pay a living wage when the

Agreement commences, Contractor shall continue to pay a living wage for the entire term of the Agreement, including any option period.

4. If Contractor is not required to pay a living wage when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Agreement, including any option period. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Agreement, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Agreement, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any

amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different Agreements between Contractor and County (of which both Agreements are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

77.3 Contractor's Submittal of Certified Monitoring Reports.

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County (Exhibit N and Exhibit O), or other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

**77.4 Contractor's Ongoing Obligation to Report Labor Law/
Payroll Violations and Claims**

During the term of the Agreement, if Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Agreement with County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

77.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Agreement, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Agreement. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

77.6 Notifications to Employees.

Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. Contractor shall also

distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

77.7 Enforcement and Remedies.

If Contractor fails to comply with the requirements of this subparagraph, County shall have the rights and remedies described in this subparagraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated

damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

- 2. Remedies for Payment of Less Than the Required Living Wage. If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the

employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.
 - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.
3. Debarment. In the event Contractor breaches a requirement of this sub-paragraph, County may, in its sole discretion, bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach, in

accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

77.8 Use of Full-Time Employees.

Contractor shall assign and use full-time Employees of Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Agreement unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time Employee staffing plan. If Contractor changes its full-time Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

77.9 Contractor Retaliation Prohibited.

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any Agreement benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

77.10 Contractor Standards.

During the term of the Agreement, Contractor shall maintain business stability, integrity in employee relations and the

financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

77.11 Neutrality in Labor Relations

Contractor shall not use any consideration received under the Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act."

4. Paragraph 79, FORCE MAJEURE, shall be added to Agreement to read as follows:

"79. FORCE MAJEURE:

79.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

79.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both

Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

79.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chair and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES



ATTEST:

SACHI A. HAMAI

Executive Officer of the Board of Supervisors of the County of Los Angeles

By: *George B. Bonta*

Chair, Board of Supervisors

MORRISON MANAGEMENT SPECIALISTS, INC., dba MORRISON HEALTH CARE, INC.

Contractor

By: *Richard D. ...*

Title: *Regional VP*

By: *Shamir Bhana*

Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: *Shamir Bhana*

County Counsel

24 DEC 18 2007

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By: *Cara O'Neill*

Cara O'Neill, Chief
Contracts and Grants Division

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

King9:amb
10/12/07

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors 13 -

By: *Shamir Bhana*

Deputy

20294

Supplement No. 9

SCHEDULE 10

**MARTIN LUTHER KING, JR. M.A.C.C.
MORRISON MANAGEMENT SPECIALISTS, INC. DBA
MORRISON HEALTH CARE, INC.
DIETARY CONTRACT**

**CONTRACTOR'S BUDGET AND COUNTY'S CHARGE SCHEDULE
January 1, 2008 to June 30, 2008**

To Deliver 4,000- 5,000 meals per month

Labor Costs	\$504,370
Raw Food Costs	\$75,069
Materials; services and supplies	\$51,013
Equipment purchase/lease & service contracts	\$8,286
Utilities	\$1,470
Management Fee and Administrative Costs	\$50,000
Sales Tax Liability	\$2,510
A. Six Month Budget	\$692,718
Basic Monthly Charge	\$115,453
B. Special Function Meals	\$15,600
Incidental Supplies	\$4,416
Total Six Month Budget*	\$712,734
Incremental Meal Credit for meals below 4,000	-\$2.11
Incremental meal fee for meals provided above 5,000	\$2.11

* Director shall have authority to administratively amend this agreement to increase this maximum obligation by no more than 10%, or \$71,273, in order to provide for an increase in service. Director shall notify Contractor in writing of any such administrative amendment, which amendment shall be approved by the Chief Executive Office and County Counsel, and duly authorized by the parties.

Contract No. 70694-10

**DIETARY SERVICES AGREEMENT
OLIVE VIEW/UCLA MEDICAL CENTER**

AMENDMENT NO. 10

THIS AMENDMENT is made and entered into this 18th day
of December, 2007,
2008,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County")

and

MORRISON MANAGEMENT
SPECIALISTS INC., dba
MORRISON HEALTH CARE, INC.
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "AGREEMENT FOR DIETARY SERVICES AT OLIVE-VIEW/UCLA MEDICAL CENTER", dated May 13, 1997, and further identified as County Agreement No. 70694, an extension letter dated February 21, 2002, and any Amendments thereto (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective January 1, 2008 and remain in effect through June 30, 2008.
2. Exhibit B-8 shall be replaced with Exhibit B-9, attached to this

70694 Bds
Supplement No. 9

Amendment and incorporated into Agreement as reference.

3. Paragraph 62, COMPLIANCE WITH LIVING WAGE PROGRAM, of the body of the Agreement shall be revised as follows:

"62. COMPLIANCE WITH LIVING WAGE PROGRAM:

62.1 Living Wage Program:

This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit L and incorporated by reference into and made a part of this Agreement.

62.2 Payment of Living Wage Rates.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, a set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph under the Agreement:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided

through the County Department of Health Services Community Health Plan. If, at any time during the Agreement, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under the Agreement. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under the Agreement. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If Contractor is required to pay a living wage when the Agreement commences, Contractor shall continue to pay a living wage for the entire term of the Agreement, including any option period.
4. If Contractor is not required to pay a living wage when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status"

from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Agreement, including any option period. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Agreement, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Agreement, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different Agreements between Contractor and County (of which both Agreements are subject to the Living Wage Program), Travel Time shall mean any period during

which an Employee physically travels to or from, or between such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

62.3 Contractor's Submittal of Certified Monitoring Reports.

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County (Exhibit M and Exhibit N), or other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

62.4 Contractor's Ongoing Obligation to Report Labor Law/ Payroll Violations and Claims

During the term of the Agreement, if Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim

pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Agreement with County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

62.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Agreement, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Agreement. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

62.6 Notifications to Employees.

Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

62.7 Enforcement and Remedies.

If Contractor fails to comply with the requirements of this sub-

paragraph, County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate,

incomplete or uncertified, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

- 2. Remedies for Payment of Less Than the Required Living Wage. If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.
- c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.
- 3. Debarment. In the event Contractor breaches a requirement of this sub-paragraph, County may, in its sole discretion, bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

62.8 Use of Full-Time Employees.

Contractor shall assign and use full-time Employees of

Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Agreement. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Agreement unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time Employee staffing plan. If Contractor changes its full-time Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

62.9 Contractor Retaliation Prohibited.

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any Agreement benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

62.10 Contractor Standards.

During the term of the Agreement, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

62.11 **Neutrality in Labor Relations**

Contractor shall not use any consideration received under the Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act."

4. Paragraph 71, FORCE MAJEURE, shall be added to Agreement to read as follows:

"71. FORCE MAJEURE:

71.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

71.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from

other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

71.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chair and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES



ATTEST:

SACHI A. HAMAI

Executive Officer of the Board of Supervisors of the County of Los Angeles

By: *[Signature]*

Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: *[Signature]*

County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By: *[Signature]*

Cara O'Neill, Chief
Contracts and Grants Division

OVMC10:amb
10/12/07

By: *[Signature]*

Chair, Board of Supervisors

MORRISON MANAGEMENT SPECIALISTS,
INC., dba MORRISON HEALTH CARE,
INC.

Contractor

By: *[Signature]*

Title: *[Signature]*

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 DEC 18 2007

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: *[Signature]*

Deputy

70694 Bos

Supplement No.

9

EXHIBIT B-9

**OLIVE VIEW-UCLA MEDICAL CENTER
MORRISON MANAGEMENT SPECIALISTS, INC. DBA
MORRISON HEALTH CARE, INC.
DIETARY CONTRACT**

**CONTRACTOR'S BUDGET AND COUNTY'S CHARGE SCHEDULE
January 1, 2008 to June 30, 2008**

To deliver 24,000 - 30,000 meals per calendar month:

Labor Costs: Mgmt and Clinical Labor	\$350,512
Hourly staff (adjustment for new Living Wage)	\$875,200
Raw Food Costs	\$503,740
Materials, Services and Supplies	\$114,356
Utilities	\$520
Equipment Cost	\$2,290
Maintenance	\$6,184
G&A and Management Fee (7% per contract)	\$130,509
Subtotal	\$1,983,310
Sales Tax Liability adjusted for FY 07 sales	\$16,822
A. Six Month Budget	\$2,000,133
Basic Monthly Charge	\$333,355
B. Special Function Meals	\$12,500
Incidental Food and Supplies	\$4,000
Patient Tube Feeding Products	\$3,500
Total Six Month Budget	\$2,020,133
Incremental meal credits for meals provided below 24,000	-\$1.80
Incremental meal fee for meals provided above 30,000	\$1.80

Contract No. 68444-10

**AGREEMENT FOR DIETARY SERVICES
RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER**

AMENDMENT NO. 10

THIS AMENDMENT is made and entered into this 18th day
of December, 2008,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County")

and

SODEXHO OPERATIONS, LLC
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "AGREEMENT FOR DIETARY SERVICES AT RANCHO LOS AMIGOS MEDICAL CENTER", dated July 18, 1995, and further identified as County Agreement No. 68444, extension letter dated February 21, 2002, and any Amendments thereto (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective January 1, 2008 and remain in effect through June 30, 2008.
2. Schedule 10 shall be replaced with Schedule 11, attached to this Amendment and incorporated into Agreement as reference.

68444 Bos
Supplement No. 8

3. Paragraph 62, COMPLIANCE WITH LIVING WAGE PROGRAM, of the body of the Agreement shall be revised as follows:

"62. COMPLIANCE WITH LIVING WAGE PROGRAM:

62.1 Living Wage Program:

This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit N and incorporated by reference into and made a part of this Agreement.

62.2 Payment of Living Wage Rates.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph under the Agreement:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
- b. Not less than \$9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services

Community Health Plan. If, at any time during the Agreement, Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under the Agreement. If Contractor uses any subcontractor to perform services for County under the Agreement, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of Contractor under the laws of California, and who is providing full-time services to Contractor, some or all of which are provided to County under the Agreement. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.
3. If Contractor is required to pay a living wage when the Agreement commences, Contractor shall continue to pay a living wage for the entire term of the Agreement, including any option period.
4. If Contractor is not required to pay a living wage when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately

notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Agreement, including any option period. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the time frame permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Agreement, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Agreement, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different Agreements between Contractor and County (of which both Agreements are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between

such County facilities if Contractor pays the Employee any amount for that time or if California law requires Contractor to pay the Employee any amount for that time.

62.3 Contractor's Submittal of Certified Monitoring Reports.

Contractor shall submit to County certified monitoring reports at a frequency instructed by County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by County (Exhibit O and Exhibit P), or other form approved by County which contains the above information. County reserves the right to request any additional information it may deem necessary. If County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

62.4 Contractor's Ongoing Obligation to Report Labor Law/ Payroll Violations and Claims

During the term of the Agreement, if Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as

minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), Contractor shall immediately inform County of any pertinent facts known by Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Agreement with County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

62.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Agreement, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Agreement. Authorized agents of County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

62.6 Notifications to Employees.

Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. Contractor shall also distribute County-provided notices to each of its Employees at least once per year. Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

62.7 Enforcement and Remedies.

If Contractor fails to comply with the requirements of this subparagraph, County shall have the rights and remedies described in

this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies for Submission of Late or Incomplete Certified Monitoring Reports. If Contractor submits a certified monitoring report to County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that County may, in its

sole discretion, assess against Contractor liquidated damages in the amount of \$100 per monitoring report for each day until County has been provided with a properly prepared, complete and certified monitoring report. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

2. Remedies for Payment of Less Than the Required Living Wage. If Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Agreement. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at

least the applicable hourly living wage rate will result in damages being sustained by County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that County may, in its sole discretion, assess against Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. County may deduct any assessed liquidated damages from any payments otherwise due Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

3. Debarment. In the event Contractor breaches a requirement of this sub-paragraph, County may, in its sole discretion, bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

62.8 Use of Full-Time Employees.

Contractor shall assign and use full-time Employees of Contractor can demonstrate to the satisfaction of County that it is necessary to use non-full-time Employees based on staffing

efficiency or County requirements for the work to be performed under the Agreement. It is understood and agreed that Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Agreement unless and until County has provided written authorization for the use of same. Contractor submitted with its proposal a full-time Employee staffing plan. If Contractor changes its full-time Employee staffing plan, Contractor shall immediately provide a copy of the new staffing plan to County.

62.9 Contractor Retaliation Prohibited.

Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any Agreement benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement.

62.10 Contractor Standards.

During the term of the Agreement, Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by County, Contractor shall demonstrate to the satisfaction of County that Contractor is complying with this requirement.

62.11 Neutrality in Labor Relations

Contractor shall not use any consideration received under the Agreement to hinder, or to further, organization of, or collective

bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act."

4. Paragraph 80, FORCE MAJEURE, shall be added to Agreement to read as follows:

"80. FORCE MAJEURE:

80.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

80.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean

subcontractors at any tier.

80.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event."

5. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chair and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.



ATTEST:

Executive Officer of the Board of Supervisors of the County of Los Angeles

By: [Signature]
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: [Signature]
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By: [Signature]
Cara O'Neill, Chief
Contracts and Grants Division

RANCHO:amb
10/10/07

COUNTY OF LOS ANGELES

By: [Signature]
Chair, Board of Supervisors

SODEXHO OPERATIONS, LLC
Contractor

By: [Signature]
Title: EXECUTIVE VICE PRESIDENT

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 DEC 18 2007

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

SCHEDULE 11**CONTRACTOR'S BUDGET AND COUNTY'S CHARGE SCHEDULE**

Contractor's Six-Month Budget (January 1, 2008 through
June 30, 2008) to Deliver 38,001 - 44,000 Meals Per Calendar Month

Labor Costs	\$1,063,930
Living Wage Adjustment	\$ 73,243
Six-Month Total	\$1,137,173

Raw Food Costs	\$ 611,534
Materials; Services and Supplies	\$ 110,908
Equipment, Maintenance and Repair Costs	\$ 9,552
Other Expenses	\$ 131,620
Sales Tax Liability	\$ 3,504

A. Contractor's Six-Month Budget (January 1, 2008 - June 30, 2008):	\$2,004,291
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BASIC MONTHLY CHARGE (Includes monthly living wage adjustment)	\$ 334,049
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B. Special Function Meals	\$ 47,232
Incidental Supplies	\$ 8,772
Tube Feedings	\$ 54,900

Total Six-Month Budget Extension	\$2,115,195
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Incremental meal credit for meals below 38,001	-2.03
Incremental meal fee for meals above 44,000	2.03

**PUBLIC CAFETERIA CONCESSION AGREEMENT
AT HARBOR-UCLA MEDICAL CENTER**

AMENDMENT NO. 10

THIS AMENDMENT is made and entered into this _____ day
of _____, 2008,

by and between the

COUNTY OF LOS ANGELES
(hereafter "County")

and

MORRISON MANAGEMENT
SPECIALISTS INC., dba
MORRISON HEALTH CARE, INC.
(hereafter "Concessionaire").

WHEREAS, reference is made to that certain document entitled "PUBLIC CAFETERIA CONCESSION SERVICES AGREEMENT AT HARBOR-UCLA MEDICAL CENTER", dated May 9, 2000, and further identified as County Agreement No. H-211094, and any Amendments thereto (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective January 1, 2008 and remain in effect through June 30, 2008.

2. Paragraph 50, FORCE MAJEURE, shall be added to Agreement to read as follows:

"50. FORCE MAJEURE:

- 50.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 50.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 50.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event."

- [illegible]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Health Services and Concessionaire has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

MORRISON MANAGEMENT SPECIALISTS,
INC., dba MORRISON HEALTH CARE,
INC.

Contractor

By: _____
Title: _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: Shamane Chmura
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By: Cara O'Neill
Cara O'Neill, Chief
Contracts and Grants Division

PUBCAFHARBOR10.amb
09/26/07